

JOHN L. BURRIS, ESQ. CSB#69888
LAW OFFICE OF JOHN L. BURRIS
7677 Oakport Street, Suite 1120
Oakland, California 94621-1939
Tel.: (510) 839-5200
Fax: (510) 839-3882
email: John.Burris@JohnBurrisLaw.com

Attorneys for Plaintiff
STANLEY HALL

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

STANLEY HALL,

Plaintiff,

vs.

NATIONAL RAILROAD
PASSENGER CORPORATION
("AMTRAK"), a private
corporation; DOES
1 = 25, inclusive,

Defendants.

No.

COMPLAINT: COMPENSATORY AND
PUNITIVE DAMAGES [EMPLOYMENT
DISCRIMINATION (AGE/RACE);
BREACH OF CONTRACT; BREACH OF
IMPLIED COVENANT OF GOOD FAITH
AND FAIR DEALING; VIOLATION OF
42 U.S.C. § 2000(e), et. seq.]

JURY TRIAL DEMANDED

JURISDICTION

1. This action arises under Title 42 of the United States Code, Section 2000e et seq. Jurisdiction is conferred upon this Court by Title 28 of the United States Code, Section 1331. Defendant NATIONAL RAILROAD PASSENGER CORPORATION ("AMTRAK") [hereinafter referred to as AMTRAK] operates passenger trains and maintains rail lines in all states, including California, where the causes of action stated herein arose. Plaintiff requests the Court exercise its jurisdiction

COMPLAINT FOR DAMAGES (EMPLOYMENT DISCRIMINATION)

1 over pendent state causes of action under Title 28 of the
2 United States Code, Section 1367.

3 PARTIES

4 2. Plaintiff STANLEY HALL [hereinafter referred to as
5 HALL] is, and at all times herein mentioned was, a citizen of
6 the United States, resident of Oakland, a city within Alameda
7 County, California. Plaintiff is a black man and at the time
8 of the events giving rise to this suit was over the age of 40
9 years.

10 3. Plaintiff is informed and believes, and thereon
11 alleges, that defendant AMTRAK is a private corporation
12 organized under the laws of the United States of America.

13 4. Plaintiff is informed and believes and thereon alleges
14 that unknown individual defendants were at all times mentioned
15 herein employed by AMTRAK.

16 5. Plaintiff is informed and believes and hereon
17 alleges, at all times mentioned, that defendants, and each of
18 them, were the agents and employees of each of the other
19 defendants, and in doing the things hereinafter alleged were
20 acting within the scope of their authority as such agents and
21 employees, and with the permission and consent of each other.
22 The relationships between defendants were and are created by
23 agreement, by ratification, by ostensible authority or
24 otherwise, and this Paragraph is not a limitation on the manner
25 in which said relationships were created as a matter of fact or
26 a matter of law.

1 6. Plaintiff is ignorant of the true names and
2 capacities, whether individual, corporate, associate, or
3 otherwise, of defendants named herein as DOES 1 through 25,
4 inclusive, and therefore sues these defendants by such
5 fictitious names. Plaintiff will amend this complaint to
6 allege their true names and capacities when ascertained.
7 Plaintiff is informed and believes and thereon alleges that
8 each of the fictitiously named defendants is responsible in
9 some manner for the occurrences herein alleged, and that
10 plaintiff's damages herein alleged were proximately caused by
11 such defendants.

12 STATEMENT OF FACTS

13 7. Plaintiff hereby incorporates paragraphs 1 through 6
14 by reference, as though they were realleged at length and in
15 full.

16 8. Plaintiff began his employment at defendant AMTRAK,
17 on October 1, 2003, and at the times mentioned herein served as
18 Principal Officer--West Coast Infrastructure Agreements. In
19 approximately April, 2006, Jeffrey Mann ("Mann"), was given
20 oversight of the function managed by plaintiff as his direct
21 supervisor and Senior Director of State contracts for AMTRAK.
22 Prior to the reassignment of Mann, plaintiff had received
23 evaluations which reflected consistent performance exceeding
24 expectations in all areas of his responsibilities. In August,
25 2006, Mann completed an evaluation of plaintiff covering the
26 period October, 2004 to September, 2005, a period in which he

1 had no opportunity to observe plaintiff's performance
2 (plaintiff's supervisor had been terminated) or supervise his
3 work. That evaluation, in every significant aspect, reversed
4 the findings of previous evaluations. Mann is a caucasian, who
5 maintained his office in North Carolina and, with the exception
6 of oversight of HALL and Carol Gambral, a white female, was
7 responsible for contract operations on the East Coast of the
8 United States. In October, 2006, Mann, without discussing his
9 intention to do so, marked up an email HALL had prepared and
10 sent it to (Mann's supervisor and) HALL'S ultimate manager
11 behind HALL'S back. Mann essentially attempted to create the
12 impression that HALL'S writing ability was poor. The revisions
13 were of the type that could be made to anyone's correspondence
14 and at best reflected a different writing style with innocuous
15 or non-existent change in what was being communicated. This
16 was a secretive attempt to injure HALL's reputation or stature
17 with his ultimate superior and to set him up for termination.

18 9. In January, 2007, Mann again prepared an evaluation
19 of HALL which built on the previous negative evaluation (which
20 again, covered a period for which Mann was not supervising
21 HALL) and followed that by reassigning HALL's largest contracts
22 to a white manager. Mann then provided timelines within which
23 HALL was to complete complex assignments which timelines were
24 wholly unrealistic. Mann insisted that HALL demonstrate
25 proficiency in computer systems that had never previously been
26 utilized for the projects for which HALL was responsible and
27

1 either impeded HALL's efforts to receive training in those
2 systems or demanded a level of proficiency which the training
3 staff itself could not demonstrate. These manipulations
4 provided the pretext Mann needed to place HALL on a performance
5 improvement plan (PIP), required by AMTRAK corporate policies
6 as a prerequisite to termination absent gross misconduct. The
7 performance improvement indicators were wholly subjective and
8 vague such that the performance improvement plan did not serve,
9 and was not intended to serve, the purposes established by
10 AMTRAK.

11 10. HALL is diabetic and the campaign of Mann caused a
12 reaction which required HALL take a disability leave during the
13 term of the performance improvement plan, in February, 2007.
14 Upon HALL's return in April, the performance improvement plan
15 was immediately reinstated. HALL was terminated June, 20, 2007
16 for failure to demonstrate the improvement mandated by the
17 performance plan, although the PIP had no internal benchmarks
18 or timelines by which proficiency in any of the covered areas
19 was to be met. HALL is informed and believes that the sequence
20 of actions by Mann was motivated by HALL's race and/or age.

21 The aforescribed actions of Mann were undertaken as part of
22 and in furtherance of a scheme he participated in, and with the
23 approval or encouragement of other persons whose identities or
24 scope of participation are not sufficiently known to plaintiff
25 to plead at this time, which scheme constituted a denial of
26 equal terms and conditions of employment in contravention of
27

1 law and AMTRAK policy. These actions were also undertaken by
2 defendants with the knowledge that the effect of their success
3 would likely end plaintiff's career and blunt his opportunities
4 for further employment.

5 11. Defendants' relentless and comprehensive scheme of
6 discriminatory practices forced plaintiff to file claims with
7 the U.S. Equal Employment Opportunity Commission ("E.E.O.C.").
8 Plaintiff has exhausted his administrative remedies and the
9 EEOC issued plaintiff a notice of right to sue these
10 defendants.

11 DAMAGES

12 12. As a proximate result of defendants' conduct, and
13 each of them, plaintiff suffered severe emotional and mental
14 distress, fear, terror, anxiety, humiliation, embarrassment,
15 and loss of her sense of security, dignity, and pride as an
16 American citizen.

17 13. As a further proximate result of defendants' conduct,
18 plaintiff claims general damages, including but not limited to:
19 substantial losses of earnings, bonuses, deferred compensation,
20 and other employment benefits which he would have received had
21 defendants not breached said agreement, plus incurred medical
22 expenses and lost time from his usual occupation.

23 14. The conduct of defendants was oppressive, and carried
24 out with reckless disregard and indifference to Plaintiff's
25 rights. Plaintiff is therefore entitled to an award of
26 punitive damages against the culpable defendants.

1 15. Plaintiff found it necessary to engage the services
2 of private counsel to vindicate his rights under the law.
3 Plaintiff is therefore entitled to an award of all attorney's
4 fees incurred in relation to this action for violation of his
5 civil rights.

6
7 FIRST CAUSE OF ACTION
8 Race and Age Discrimination
 42 U.S.C. § 2000e et seq.
 (All Defendants and DOES 1-25, inclusive)

9 16. Plaintiff hereby incorporates paragraphs 1 through 15
10 by reference, as though fully set forth herein.

11 17. Plaintiff is an African-American and at all times
12 herein mentioned was over the age of 40 years.

13 18. Plaintiff filed a charge concerning the race and age
14 based discriminatory conduct of defendants alleged herein with
15 the Equal Employment Opportunity Commission and received a
16 right-to-sue letter from said agency with respect to the
17 charges herein.

18 19. AMTRAK's refusal to continue the employment of
19 plaintiff was discriminatory on the basis of age and race, in
20 that similarly or less favorably situated white, younger
21 employees were accorded different treatment with respect to the
22 matters plaintiff alleges.

23 20. Plaintiff has been damaged by the defendants' conduct
24 and is entitled to recover damages as set forth herein.

25 21. Plaintiff has been required to retain counsel to
26 redress the wrongful conduct by defendants alleged herein and
27

1 is consequently entitled to an award of reasonable attorneys
2 fees therefore.

3 22. Defendants conduct described herein was done with a
4 conscious disregard of plaintiff's rights and with the intent
5 to vex, injure or annoy plaintiff such as to constitute
6 oppression, fraud or malice, entitling plaintiff to punitive
7 damages in an amount appropriate to punish or set an example of
8 defendants for the public good.

9 WHEREFORE , plaintiff prays for judgment against
10 defendants, and each of them hereinafter set forth.

11 SECOND CAUSE OF ACTION

12 Breach of Contract

12 (Defendant AMTRAK and DOES 1-25, inclusive)

13 23. Plaintiff hereby incorporates paragraphs 1 through 22
14 by reference, as though fully set forth.

15 24. In departure from established procedure defendant
16 denied plaintiff an opportunity to be fairly evaluated as to
17 his work performance and to receive the benefits of a remedial
18 plan (performance improvement plan) consistent with the manner
19 in which similarly situated employees were treated.

20 25. As a proximate result of defendants' conduct,
21 plaintiff has been damaged by career interruption damages, and
22 by loss of pay and benefits including but not limited to
23 pension benefits. The amount of the foregoing damages, and all
24 claimed general damages, are not presently known to plaintiff
25 and are continuing. The exact amount of such damages will be
26 submitted at the time of trial.

27
28 COMPLAINT FOR DAMAGES (EMPLOYMENT DISCRIMINATION)

1 WHEREFORE, plaintiff prays for judgment against
2 defendants, and each of them, as hereinafter set forth.

3
4 THIRD CAUSE OF ACTION

5 Breach of the Implied Covenant of Good Faith and Fair Dealing
6 (Defendant AMTRAK and DOES 1-25, inclusive)

7 26. Plaintiff hereby incorporates paragraphs 1 through 25
8 by reference, as though fully set forth herein.

9 27. The contract between the parties contained the term,
10 implied by law, that the parties would each act in good faith
11 and deal fairly with each other with respect to the objects of
12 the contract so as not to deprive each other of the benefits of
13 their bargain.

14 28. By denying the existence of the contract, which
15 promises a fair and objective process for evaluating employee
16 performance and equal application of measures to develop the
17 competencies and correct deficiencies of employees should any
18 exist, the defendants have breached the covenant of good faith
19 and fair dealing, described above, without a good faith belief
20 that such conduct was honest or proper.

21 29. As a further proximate result of the aforesaid
22 wrongful conduct of defendants, plaintiff has suffered and
23 will continue to suffer in the future, injuries to his person,
24 anxiety, worry, mental and emotional distress, and other
25 incidental damages, all to plaintiff's general damage.

26 30. Defendants' conduct necessitated that plaintiff
27 retain counsel to assert and prove the existence of the
28 contract. Plaintiff has to date incurred attorneys' fees and

COMPLAINT FOR DAMAGES (EMPLOYMENT DISCRIMINATION)

1 costs and he continues to incur, and will continue to incur,
2 further sums to prove the existence of said contract.
3 Defendants are consequently obligated to pay his attorneys fees
4 and costs incurred thereby in a sum to be proven at or after
5 trial.

6 31. The conduct of defendants described herein was done
7 with a conscious disregard of plaintiff's rights and with the
8 intent to vex, injure or annoy plaintiff such as to constitute
9 oppression, fraud or malice under California Civil Code Section
10 3294, entitling plaintiff to punitive damages in an amount in
11 excess of the jurisdictional limits of this court and in an
12 amount appropriate to punish or set an example of defendants
13 for the public good.

14 WHEREFORE, plaintiff prays for judgment against
15 defendants, and each of them as hereinafter set forth.

16 JURY DEMAND

17 32. Plaintiff demands that this matter be tried before a
18 jury.

19
20 PRAYER

21 WHEREFORE, plaintiff prays for relief as follows.

- 22 1. For special damages in an amount to be
23 ascertained according to proof;
24 2. For general damages in the sum of \$1,000,000.00;
25 3. For punitive damages against the individually
26 named employees in an amount sufficient to punish their conduct
27

1 and to set an example such that similar conduct is abated
2 and/or deterred;

3 4. For reasonable attorney's fees pursuant to 42
4 U.S.C. § 1988;

5 5. For costs of suit incurred herein; and

6 6. For such other and further relief as the Court
7 may deem just and proper.

8 Dated: November 7, 2007

LAW OFFICE OF JOHN L. BURRIS

9
10 By: 

11 John L. Burris, Esq.
12 Attorney for Plaintiff
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EEOC Form 161-B (3/98)

U.S. E. . EMPLOYMENT OPPORTUNITY COMMISSION

NOTICE OF RIGHT TO SUE (ISSUED ON REQUEST)

To: Stanley Hall
1555 Lakeside Drive
Oakland, CA 94612

From: San Francisco District Office
350 The Embarcadero
Suite 500
San Francisco, CA 94106

☐ On behalf of person(s) aggrieved whose identity is
CONFIDENTIAL (29 CFR §1601.7(a))

EEOC Charge No.

EEOC Representative

Telephone No.

550-2007-01884

Margarita Hossainizadeh,
Investigator

(415) 625-5862

NOTICE TO THE PERSON AGGRIEVED:

(See also the additional information enclosed with this form.)

Title VII of the Civil Rights Act of 1964 and/or the Americans with Disabilities Act (ADA): This is your Notice of Right to Sue, issued under Title VII and/or the ADA based on the above-numbered charge. It has been issued at your request. Your lawsuit under Title VII or the ADA must be filed in a federal or state court WITHIN 90 DAYS of your receipt of this notice; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a state claim may be different.)

- ☐ More than 180 days have passed since the filing of this charge.
- ☒ Less than 180 days have passed since the filing of this charge, but I have determined that it is unlikely that the EEOC will be able to complete its administrative processing within 180 days from the filing of this charge.
- ☒ The EEOC is terminating its processing of this charge.
- ☐ The EEOC will continue to process this charge.

Age Discrimination in Employment Act (ADEA): You may sue under the ADEA at any time from 60 days after the charge was filed until 90 days after you receive notice that we have completed action on the charge. In this regard, the paragraph marked below applies to your case:

- ☒ The EEOC is closing your case. Therefore, your lawsuit under the ADEA must be filed in federal or state court WITHIN 90 DAYS of your receipt of this Notice. Otherwise, your right to sue based on the above-numbered charge will be lost.
- ☐ The EEOC is continuing its handling of your ADEA case. However, if 60 days have passed since the filing of the charge, you may file suit in federal or state court under the ADEA at this time.

Equal Pay Act (EPA): You already have the right to sue under the EPA (filing an EEOC charge is not required.) EPA suits must be brought in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.

If you file suit, based on this charge, please send a copy of your court complaint to this office.

On behalf of the Commission

Enclosures(s)

Michael B. ...
H. Joan Ehrlich,
District Director

1/9/07
(Date Mailed)

cc: AMTRAK
530 Water Street
Oakland, CA 94607